

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asco Power Technologies, L.P.		09/25/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Asco Controls, L.P.		
<b>Street Address:</b>	50-60 Hanover Road		
<b>City:</b>	Florham Park		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07932		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2770033	ASCO	
Registration Number:	2769936	ASCO POWER TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)726-7501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-726-7500		
<b>Email:</b>	JEWEFILE@hdp.com		
<b>Correspondent Name:</b>	Joseph E. Walsh, Jr.		
<b>Address Line 1:</b>	7700 Bonhomme		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	5243-500857		
<b>NAME OF SUBMITTER:</b>	Joseph E. Walsh, Jr.		
<b>Signature:</b>	/Joseph E. Walsh, Jr./		

**CH \$65.00 2770033**

Date:

09/27/2006

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARKS AND UNITED STATES TRADEMARK  
REGISTRATIONS THEREON**

THIS ASSIGNMENT is effective as of the 25<sup>th</sup> day of September, 2006 from Asco Power Technologies, L.P. (hereinafter "Assignor"), having a place of business at 50-60 Hanover Road, Florham Park, New Jersey 07932 to Asco Controls, L.P. (hereinafter referred to as "Assignee"), a Delaware Limited Partnership, having a place of business at 50-60 Hanover Road, Florham Park, New Jersey 07932.

WHEREAS, Assignor is the lawful owner of the trademarks and United States Trademark Registrations thereon listed on Exhibit A attached hereto and made a part hereof (hereinafter the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for ONE US Dollar (\$1.00) and other good and valuable consideration, the complete receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and Assignee does hereby accept all right, title and interest in, to and under the Trademarks, including the right to sue for past infringement and to keep for itself any recovery derived therefrom, together with the goodwill of the business symbolized thereby.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized Representative.

ASCO POWER TECHNOLOGIES, L.P. By Its  
General Partner: ASCO Switch Enterprises LLC

*gaw*  
*09/25/06* By: Timothy G. Westman  
Name Timothy G. Westman  
Title Assistant Secretary

**EXHIBIT A**

	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
1.	ASCO (Stylized)	2,770,033	9/30/2003
2.	ASCO POWER TECHNOLGOES, L.P. (Stylized)	2,769,936	9/30/2003